June 18, 2014

CHRISTOPHER M WHITE

Re: LOAN NUMBER: Property Address:

**BUFFALO, NY 14211** 

## Dear Customer:

Enclosed is a proposed agreement to modify your loan. This Modification Agreement will not be binding or effective until both you and HSBC BANK USA, N.A. have signed it. Please complete the following steps to sign and return your loan modification no later than July 1, 2014.

I am sending this letter in reference to your application for assistance with the above mortgage. We are committed to working with our borrowers who may be experiencing financial difficulties. As part of this commitment, I am pleased to be your designated Case Manager. I am your single point of contact throughout the review process to determine whether you are eligible for any Homeowners Assistance Programs. As part of this process, I am interacting with various departments working on your file and can assist you in answering any of your questions about your account.

Please contact DONALD SZALASNY with questions that you may have specific to your account or this letter. My direct contact number is 800-750-2518, extension 85372 and my email address is Donald.Szalasny@mortgagefamily.com.

\*\*Steps to complete the modification process\*\*

- 1. All borrowers must sign in BLACK ink only the two (2) original copies of the enclosed documents. All signatures must be completed in the presence of a Notary Public and witness. The duplicate copy is for your records. The two (2) original copies must be returned to the address listed below.
- 2. The contribution amount of \$0.00 MUST be in the form of CERTIFIED FUNDS. Mailing non-certified funds may result in the cancellation and rejection of the loan modification proposal.
- 3. Return the documents and contribution to the following address:

Mortgage Service Center 300 Prince George's Blvd Suite 101 Upper Marlboro, MD 20774

Please allow 30 to 45 days for the Loan Modification process to be completed. You will receive a new coupon book after the Loan Modification is processed.

NOTE: If applicable, your total mortgage payment may change due to changes in your escrow account.

Loan No:

Upon the Modification Agreement becoming binding and effective, the mortgage will be modified to reflect the following terms:

## \*\*LOAN MODIFICATION\*\*

Unpaid Principal Balance \$107,103.07 Modification Note Rate 3.500% Date Note Rate is Effective July 1, 2014 First Modification Payment Due August 1, 2014

The Modified payment breakdown:

Principal & Interest \$414.91 Escrow \$155.65 **New Monthly Payment** \$570.56

The following is a breakdown of the Loan Modification.

## \*\*MODIFICATION TRANSACTION COSTS DUE\*\*

Processing Fee \$0.00 Recording Fee \$0.00 Escrow Advance and/or Setup \$3,951,18 Late Charges, NSF and/or Other Fees \$0.00 Attorney Fees/costs, if applicable \$2,074.00 Recoverable Advances, if applicable \$3,967.56 Accrued Interest, if applicable \$12,940.92 First Modified payment, if applicable \$570.56 Misc

\$0.00

Total contribution amount The total amount added to your loan is

\$22,933.66

In the event that the modification transaction costs above are less than indicated, any additional amount paid will be applied to reduce the unpaid principal balance of your loan.

Notice - If your request for assistance is approved, your acceptance of a loan modification, partial or complete lien forgiveness, short sale or deed in lieu may have consequences with respect to federal, state, or local tax liability, as well as eligibility for public assistance benefits. HSBC BANK USA, N.A. cannot advise you on the tax consequences or the effect on public assistance benefits. We encourage you to consult with a qualified individual or organization about the possible tax and/or other consequences resulting from a loan modification, partial or complete lien release, short sale or deed in lieu.

We look forward to receiving all of the required documents and funds prior to the deadline noted above. Thank you for your cooperation.

If you have any questions, regarding the Loan Modification documents or the process in general, please call 1-800-750-2518.

Sincerely,

Rep Name: MICHAEL PICCILLO

NMLS#: 2726

Mortgage Service Center

After Recording Return To: Mortgage Services PO Box 5449 Mount Laurel, NJ 08054 Return to Phone: 877-766-8244

This Document Prepared By:
PHH Mortgage Corporation
PO Box 5449
Mount Laurel, NJ 08054
CHARLTON STANTON, SPECIALIST

Parcel ID Number: 140200111.40-2-12.1

Current UPB: \$84,169.41 New UPB: \$107,103.07 New Money: \$22,933.66

Lot:, Block:,	*
[Space Above This Line For Recording Data]	
Original Recording Date: June 10, 2004	Loan No:
Original Loan Amount: \$95,000.00	Investor Loan No:
Original Lender Name: HSBC MORTGAGE	

CORPORATION (USA) New Money: \$22,933.66

Prepared Date: June 18, 2014

## LOAN MODIFICATION AGREEMENT (Providing for Step Interest Rate)

This property is or will be improved by a one or two family dwelling only.

This Loan Modification Agreement ("Agreement"), made this 12th day of June. 2014. between CHRISTOPHER M WHITE, whose mailing address is ("Borrower") and HSBC BANK USA, N.A., whose address is NY 14203 ("Lender"), amends and supplements (1) the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument"), and Timely Payment Rewards Rider, if any, dated June 10, 2004 and recorded in Book/Liber 13167, Page 5423, Instrument No. 200406101272, of the Official Records (Name of

LOAN MODIFICATION AGREEMENT—Single Family—Fannie Mae Uniform Instrument

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8303 01/14

- 4. Borrower also will comply with all other covenants, agreements, and requirements of the Security Instrument, including without limitation, Borrower's covenants and agreements to make all payments of taxes, insurance premiums, assessments, escrow items, impounds, and all other payments that Borrower is obligated to make under the Security Instrument; however, the following terms and provisions are forever canceled, null and void, as of the date specified in paragraph No. 1 above:
  - (a) all terms and provisions of the Note and Security Instrument (if any) providing for, implementing, or relating to, any change or adjustment in the rate of interest payable under the Note, including, where applicable, the Timely Payment Rewards rate reduction, as described in paragraph 1 of the Timely Payment Rewards Addendum to Note and paragraph A.1. of the Timely Payment Rewards Rider. By executing this Agreement, Borrower waives any Timely Payment Rewards rate reduction to which Borrower may have otherwise been entitled; and
  - (b) all terms and provisions of any adjustable rate rider, or Timely Payment Rewards Rider, where applicable, or other instrument or document that is affixed to, wholly or partially incorporated into, or is part of, the Note or Security Instrument and that contains any such terms and provisions as those referred to in (a) above.
- 5. Borrower understands and agrees that:
  - (a) All the rights and remedies, stipulations, and conditions contained in the Security Instrument relating to default in the making of payments under the Security Instrument shall also apply to default in the making of the modified payments hereunder.
  - (b) All covenants, agreements, stipulations, and conditions in the Note and Security Instrument shall be and remain in full force and effect, except as herein modified, and none of the Borrower's obligations or liabilities under the Note and Security Instrument shall be diminished or released by any provisions hereof, nor shall this Agreement in any way impair, diminish, or affect any of Lender's rights under or remedies on the Note and Security Instrument, whether such rights or remedies arise thereunder or by operation of law. Also, all rights of recourse to which Lender is presently entitled against any property or any other persons in any way obligated for, or liable on, the Note and Security Instrument are expressly reserved by Lender.
  - (c) Nothing in this Agreement shall be understood or construed to be a satisfaction or release in whole or in part of the Note and Security Instrument.
  - (d) All costs and expenses incurred by Lender in connection with this Agreement, including recording fees, title examination, and attorney's fees, shall be paid by the Borrower and shall be secured by the Security Instrument, unless stipulated otherwise by Lender.
  - (e) Borrower agrees to make and execute such other documents or papers as may be necessary or required to effectuate the terms and conditions of this Agreement which, if approved and accepted by Lender, shall bind and inure to the heirs, executors,

LOAN MODIFICATION AGREEMENT—Single Family—Fannie Mae Uniform Instrument

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n Witness Whereof, the Lender and I have executed this Agreement.	
(Sea	al)
CHRISTOPHER M WHITE -Borrower	-17
[Space Below This Line For Acknowledgments]	
State of New York	
County of	
On the day ofin the year,	
pefore me, the undersigned, Notary Public, personally appeared (please print name)	
CHRISTOPHER M WHITE, personally known to me or proved to me on the basis of satisfactory evider of the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to hat he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) of the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.	me
Signature	
Office	
Ny commission expires :	
Origination Company: HSBC BANK USA, N.A. IMLSR ID: 2726	